

OWNER'S AFFIDAVIT AND AGREEMENT
(123-DAY AFFIDAVIT)

This day before me personally appeared County of Fauquier, Virginia
Midland Development Corporation (as to Fee Simple title)
(as to Leasehold Interest), undersigned owner(s), (hereinafter referred to as "Owner") of property described below (the "Property"), who being duly sworn on oath, did say that he/she/they is/are the Owner and has been the Owner of the Property for at least one hundred twenty-three (123) days prior to the date hereof; and

That there has been no work done or material furnished in connection with repairs or improvements on the Property within one hundred twenty-three (123) days prior to the date of this Affidavit, or;

In the event services have been rendered or work has been performed or completed in connection with construction, repairs or improvement(s) on or to the Property during such 123-day period, that all services rendered and work done in the construction or repair of improvements on the Property described below have been paid in full to all contractors, laborers and materialmen for work performed, materials supplied, and services rendered on the Property described below; that the Owner has no notice of any claim of any person against the Property; and that there are not outstanding claims for mechanics' or materialmen's liens against the Property;

That there are no easements or claims of easements not shown by the public records;

That no adverse claims have been made as to the title to the said Property;

That Owner has done no act to adversely affect the title to said Property except matters of record as of the date hereof;

That there are no outstanding leases, options to purchase (written or oral, unrecorded, or otherwise) or parties other than the undersigned entitled to possession thereof and that purchaser (if any) is entitled to sole and exclusive possession upon settlement; that there are no unpaid or delinquent water and/or sewer bills for said Property or are there any outstanding delinquent real estate taxes or assessment or Homeowners Association assessments against said Property;

That there are no judgment liens affecting the Property;

That protection under applicable Bankruptcy laws has not been applied for by the undersigned or any party in interest on the Property.

That affiant(s) is a corporation or partnership, and is not dissolved or terminated.

That the marital status of the affiant(s) if applicable, is as shown below.

To the best of the affiants knowledge the stated Property has never been an industrial site and there has never been underground gasoline/petroleum storage tanks located upon the Property and the Property has never been used as a gas station.

That this Property (is/is not) in the deferred land use tax program and is/is not) subject to deferred rollback taxes.

This Affidavit is made for the purposes of inducing PIEDMONT TITLE AGENCY, INC. and its underwriters to insure the title to said Property without exception to claims of mechanics, materialmen or laborers and others entitled to claim a lien for work, services or materials furnished; rights of parties in possession; and other matters addressed above. Affiants do hereby jointly and severally agree to indemnify and hold said Title Insurance Company/Corporation harmless of and from any and all loss, cost, damage, and expense of every kind, including attorney's fees, which said Title Insurance Company/Corporation shall or may suffer or incur or become liable for under its said policy or policies directly or indirectly, out of such improvements, repairs or other construction on said Property or on account of any such mechanics' or materialmen's liens or claims, or out of the rights of any parties in possession, or sewer and water bills or taxes, or in connection with its enforcement of its rights under this Agreement. Wherever the context so requires, the singular includes the plural and the masculine includes the feminine.

PROPERTY DESCRIPTION: See Attached Schedule "C"
Warrenton-Fauquier Airport

STATE OF Virginia

COUNTY OF Fauquier

Signature - (marital status, if applicable)
County of Fauquier, Virginia (as to Fee Simple Interest)

Signature - (marital status, if applicable)
Midland Development Corporation (as to Leasehold Interest)

STATE OF VIRGINIA

COUNTY OF _____

SUBSCRIBED TO AND SWORN TO before me this _____ day of _____
20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: 02-0284

SCHEDULE C
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Metes and Bounds Description, dated June 3, 2002 for Hangar Lease Area, a portion of the property of County of Fauquier (Warrenton-Fauquier Airport), Scott Magisterial District, Fauquier County, Virginia:

BEGINNING at a point within the County of Fauquier property (Warrenton-Fauquier Airport), said point being the following courses and distances from an iron pipe found at the southwesterly corner of the Ross Industrial Development, Inc. property, said iron pipe found being a common corner to the County of Fauquier (Warrenton-Fauquier Airport) property; North 53 degrees 16 minutes 23 seconds east 251.92 feet; South 36 degrees 43 minutes 37 seconds East 80.59 feet; thence departing the point of beginning and through the Warrenton-Fauquier Airport property the following courses and distances: North 52 degrees 52 minutes 16 seconds East 524.10 feet; South 37 degrees 07 minutes 44 seconds East 60.60 feet; South 52 degrees 52 minutes 16 seconds West 524.10 feet; North 37 degrees 07 minutes 44 seconds West 60.60 feet to the point of beginning containing 31,760 square feet or 0.7291 acre, more or less, as shown on plat prepared by Ross, France & Ratliff, Ltd, dated June 3, 2002.